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47 pages

# **AGREEMENT**

**BETWEEN**

**Local 5094**

**Health Professionals and Allied Employees**

*AFT/AFL-CIO*

**and**

**University of Medicine and Dentistry  
of New Jersey**

**Professional Staff**

**July 1, 2003 - June 30, 2006**

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## **PREAMBLE**

This Agreement is effective July 1, 2003 and is made between the University of Medicine and Dentistry of New Jersey, 30 Bergen Street, Newark, New Jersey, 07107 (hereinafter called "University") and the Health Professionals and Allied Employees, AFT, AFL/CIO, 110 Kinderkamack Road, Emerson, New Jersey, 07630 (hereinafter called the "Union").

The parties recognize that it is the responsibility of the University to provide high quality educational programs, to encourage the development of new knowledge through research, and to provide patient care services to the larger community. This Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining terms and conditions of employment. To this end they mutually enter into this Agreement which sets forth the employment relationship between the University and the staff members subject to this Agreement under applicable State and Federal law.

## **ARTICLE 1. AGREEMENT SCOPE**

This Agreement covers all non-supervisory, full and part-time professional staff members of the University who have satisfactorily completed their initial probationary period (referred to herein as "staff member") as specified by the Public Employment Relations Commission Certification, Docket No. RO-92-115, dated February 7, 1992 and as amended by the supplementary Agreement between the University and the Union, dated July 14, 1992. Excluded are those job titles set forth in said certificate as not being represented by the Union herein.

## **ARTICLE 2. UNION STATUS**

### **2.01 Recognition:**

The University recognizes the Union as the exclusive collective bargaining representative of every staff member covered by this Agreement.

At the time a new staff member, subject to this Agreement is hired, the University will deliver to said staff member a mutually agreed upon written notice provided by the Union which includes a list of Union Representatives (which Representatives are defined as staff members under this Agreement who are authorized by the Union to represent it).

As part of the general orientation of all new staff members, a representative designated by the Union will be provided, time set aside by the University, not to exceed fifteen (15) minutes, to speak with all new staff members during their first two (2) weeks of employment.

The University shall, at the end of January and July of each year, provide the Union with a complete and alphabetized list of bargaining unit staff members. Such list shall include name, address, social security number, job title, unit, employee class, scheduled base annual salary and campus.

The University shall provide the Union with a list of all new staff members hired each month, including the staff member's name, address, social security number, date of hire, employee class, job title, department, and campus. Such lists shall be provided to the Union no later than forty (40) days after the last day of the month.

## **2.02 Union Dues:**

The University agrees to deduct from the regular paycheck of staff members included in the bargaining unit, dues for the Union, provided that the staff member authorizes such deduction in writing in proper form to the local Human Resources Office.

The University shall make Union dues deductions from a new staff member in the pay period next following the ninety (90) days after the staff member's date of hire.

Union dues deductions from any staff member in the bargaining unit shall be limited to the Union, the duly certified majority representative.

For the purpose of calculating dues deductions, reimbursement for tuition shall not be included as part of the gross salary of staff members.

The University will make every effort to immediately cease deduction of HPAE dues when a staff member transfers out of the bargaining unit.

## **2.03 Transmission of Dues:**

Dues so deducted by the University shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union together with a list of staff members included, the amount deducted, hours worked, and their hourly rate of pay. Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The Secretary of the Union shall certify to the University the amount of Union dues and shall notify the University of any changes in dues structure forty-five (45) days in advance of the requested date of such change.

## **2.04 Agency Fee:**

Beginning thirty (30) days after the effective date of this Agreement, all eligible nonmember staff members in the unit will be required to pay to the Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any staff member to become a member of the Union.

For the purpose of calculating representation fee deductions, reimbursement for tuition shall not be included as part of the gross salary of staff members.

Prior to the effective date of this Agreement and prior to each succeeding contract year, the Union will notify the University, in writing, of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with the procedure set out in Section 2.03 above. In no event shall the representation fee exceed eighty-five (85%) percent of the payments of regular members.

After verification by the University that a staff member must pay the representation fee, the University will deduct the fee for all eligible staff in accordance with this Section. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union.

The University shall deduct the representation fee as soon as possible after the tenth day following reentry

into the unit for staff members who previously served in a position identified as excluded, for individuals recalled from layoff, for staff members returning from leave without pay, and for previous staff members who become eligible for the representation fee because of nonmember status.

The University shall deduct the representation fee from a new staff member in the pay period following the ninety (90) days after the staff member's date of hire.

The representation fee in lieu of dues shall only be available to the Union if the procedures set out hereafter are maintained by the Union. The burden of proof under this system is solely on the Union.

The Union shall return any part of the representation fee paid by the staff member which represents the staff member's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The staff member shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the University's Labor/Employee Relations section of the Office of Human Resources. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the staff member is dissatisfied with the Union's decision, he/she may appeal to the three (3) member board established by the Governor.

The Union hereby agrees that it will indemnify and hold the University harmless from any claims, actions or proceedings brought by any staff member in the bargaining unit which arises from deductions made by the University in accordance with this provision. The University shall not be liable to the Union for any retroactive or past due representation fee for a staff member who was identified by the University as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the representation fee.

It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than fifty (50%) percent of the eligible staff members in the bargaining unit are dues paying members of the Union.

If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through pay period twenty-six (26) of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice from the Union to affected staff members.

In each year of the Agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

Provisions in this clause are further conditioned upon other requirements set by statute.

The University will make every effort to immediately cease deduction of HPAE dues when a staff member transfers out of the bargaining unit.

## **2.05 Union Representatives, Rights and Limitations:**

The Union shall furnish the Director of Labor Relations in the Office of Human Resources or other designee of the University a list of all official Union representatives, specifying their authority and showing the name, title or office for each and the departments and shifts for which they function. The Union shall notify the University of any changes in the list within fifteen (15) working days of any change.

The University will furnish the occupational title of every University staff member such as the Vice President and Chief Executive Officer of the hospital, Department Heads or subordinate level department supervisors or Human Resources representatives who have the authority from the University to be considered either the immediate supervisor of any bargaining unit staff member for oral or written complaint, or written grievance purposes, or who are otherwise empowered by the University to interpret or apply the terms and provisions of the Agreement on behalf of the University.

Both parties agree to recognize and deal with only properly authorized and empowered University or Union representatives who are officially made responsible by the parties' written compliance with the Section.

It is agreed that the Union will appoint or elect up to forty (40) representatives and up to seven (7) officers who will be recognized by the University in their defined authority to act for the Union. The Union agrees that no more than nine (9) representatives will be authorized to represent the University Behavioral HealthCare (UBHC), with no more than two (2) such representatives at any UBHC building site.

The names of these representatives and officers will be provided to the Director of Labor Relations and the respective campus Director of Human Resources and updated within thirty (30) days of any change.

The University agrees that during working hours, on its premises and without loss of base pay, or when otherwise agreed upon, Union representatives previously designated and authorized to represent the Union and recognized by the University shall be allowed to:

- a) Represent staff members in the department/work unit.
- b) Investigate a grievance, providing such investigation time will be limited to a maximum of one (1) hour and further provided there is no interruption of work activities. In emergency situations, these time limitations may be extended if approved by the Office of Human Resources or the supervisor on duty should the Office of Human Resources be closed.
- c) Post Union notices.
- d) Attend negotiating meetings (the number of representatives to be agreed upon between the Union and the University) if designated as a member of the negotiating team and scheduled to attend by the Union.
- e) Attend scheduled meetings with the University.



The authorized Union representative shall provide reasonable notification to his/her supervisor whenever he requests permission to transact such Union business. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek rescheduling of appointments when the work situation warrants this.

#### **2.06 Union Bulletin Boards and Mail:**

The University will provide space on centrally located bulletin boards at the University Hospital and New Jersey Medical School in Newark; at Robert Wood Johnson Medical School and UBHC in Piscataway; at the Clinical Academic Building in New Brunswick; and in the Wellness Center in Stratford, for the exclusive use of the Union. The Union agrees to share the use of the bulletin board at Robert Wood Johnson Medical School with another union representing University staff members, provided that at least one panel of the bulletin board is available for use by HPAE Local 5094.

As a matter of courtesy, the Union shall provide the University's Director of Labor Relations and the campus Director of Human Resources with a copy of all postings. The University shall have the right to remove material from the bulletin boards which is profane, obscene, defamatory of the State or the University and its representatives or which constitutes election campaign material.

When the Union has mail to be delivered to its officers or representatives, the University's interoffice mail system will be made available, provided that priority is retained for the business of the University.

Any mail incorrectly addressed to the Union at the University shall be forwarded with reasonable care to the Union at the address set out in the Preamble to this Agreement.

Union officers and representatives shall be allowed to use fax machines within the University to send grievance reports to the Labor Relations office and the Union office in Emerson, NJ, provided that the primary use of the fax machine is for the business use of the department.

#### **2.07 Union Business:**

The University agrees to provide leave of absence at the base rate of pay equal to the length of the staff member's regular work shift for officers of the Union to attend Union activities.

The Union shall have the right to designate any Union officer (Chairpersons, Secretary, Treasurer or Grievance Chairperson) for such leaves of absence. A total of twenty (20) days of such leave in the aggregate may be used each year of this Agreement.

This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Union representatives and Union Officers and for which appropriate approval by the University is required. Written notice, from the Union (including a Local Co-President), of the authorization of an individual to utilize such leave time shall be given to the staff member's supervisor with a copy to the Office of Labor Relations at least fourteen (14) days in advance of the date of such meeting except in an emergency, when less notice may be given. Granting of such leave to a staff member shall not be unreasonably denied by the University.

In addition, the University agrees to provide leave of absence without pay for officers or representatives of the Union to attend Union activities. A total of twenty-five (25) days in the aggregate of such leave of absence without pay may be used in each year of this Agreement. Granting of such leave shall not be unreasonably denied by the University. This additional leave of absence without pay is to be used with the

same conditions and restrictions as leave for Union business with pay provided in this section.

## **2.08 Information and Data:**

A list of professional job titles and their respective salary ranges shall be appended to the collective bargaining agreement. This list is for informational purposes only.

The University shall continue to provide the Union with revisions of University and Human Resources policies in a timely manner. The Union will be placed on an Email list to receive all notices of changes in University policies and the changes in the policies.

All information the University is required to provide will be provided in a readable electronic format.

## **ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS**

### **3.01 Appointment to Position:**

Appointment to a position shall be in writing with the date of hire, salary and any differential stated. A job description for the specific position occupied by the newly appointed staff member will be distributed to him/her prior to or at orientation. Further, at the time of hire or a change in position, each bargaining unit member will be informed in writing of his/her current normal work week and days, current travel requirements, current shift differential, and current on-call requirements. Other job descriptions defining all positions under this Agreement will be made available for review by an authorized Union representative upon request.

Staff members holding positions which are grant funded shall be notified in a timely manner if the status of the grant has changed and such change will impact upon the staff member's term of employment.

### **3.02 Out-of-Title Work:**

Staff members shall be assigned work appropriate to their job classification. The parties further agree that staff will not be assigned to out-of-title work as a usual and substantial part of their assigned duties except in those cases in which such duties are part of the specific job for which the staff member was hired.

Claims of out-of-title work identified by the Union are to be submitted to Salary Administration with copies sent to the respective Campus Human Resources Director and the staff member's department head. The claim will be investigated and Salary Administration will provide a written response within ninety (90) calendar days. Such response shall include the substantive reason (s) for their determination.

If the claim is substantiated to be in violation of this provision of the Agreement, corrective action will be instituted and, if warranted, additional compensation will be provided retroactive to the date the claim was received by Salary Administration.

Any dispute concerning whether work is appropriate to the job classification of a staff member shall be grievable to Step Two of the Grievance Procedure, with the decision at Step Two of said procedure being final and binding.

### **3.03 Promotions and Reclassifications:**

Professional staff are eligible for a promotion which occurs when there is a vacancy at a higher level for which they are qualified. The announcement of the position vacancy will include a description of the position, a detailed outline of expected educational and professional requirements, the salary range for the position and the name of the campus Human Resources representative who will receive applications from

interested candidates.

The announcement of the position vacancy will be posted each Friday to the following Friday on bulletin boards where Human Resources notices are normally placed. Interested internal candidates are to submit their bids to the campus that is recruiting for the vacancy.

Each internal candidate will be notified in writing of the decision with respect to his or her candidacy. This decision will indicate: 1.) that the applicant has been offered the position, or 2.) that the applicant has not been offered the position, including a reason for such decision.

The University agrees that seniority and all other relevant criteria will be taken into consideration in the selection of internal applicants for a position. Any dispute regarding this paragraph shall be grievable to Step Two of the grievance procedure, with the decision at Step Two of said procedure being final and binding.

Professional staff who wish to transfer within the same operating unit (e.g., Department) in the same title may submit a written request within five (5) business days of the posting to the immediate supervisor of the vacant position without having to formally bid on the vacancy. Should the staff member be denied the transfer, said denial may be appealed to the Campus Director of Human Resources within three (3) days of the denial. The Campus Director of Human Resources shall render a decision on the appeal prior to any job offer being made to another candidate. This provision shall not effect the employee's grievance rights under Article 3.03.

Transfer in status or classification shall not delay the use of entitled benefits.

At the time of promotion, a staff member shall be provided the opportunity to negotiate his/her salary increase. This provision shall not result in any promoted staff member being placed off guide. The amount of the promoted staff member's salary shall not be subject to the grievance procedure.

Transferred, re-classified and promoted staff members shall serve a ninety (90) calendar day probationary period, subject to a ninety (90) calendar day extension. Such staff members shall retain all benefits and rights pertaining to bargaining unit members, including access to the grievance procedure, except for the decision concerning the outcome and disposition of their probation period. Should the staff member fail probation, the University shall return the staff member to his/her former position if it is still available. Should the staff member's position not be available, his/her employment with the University will be terminated. The staff member will be allowed to bid internally for three (3) months after termination and will be guaranteed one (1) interview if he/she meets the minimal requirements of the position. If the staff member obtains a position during this period, he/she shall retain his/her original date of hire.

### **3.04 Reassignment:**

Reassignment is the movement of a staff member from one job assignment to another within such staff member's job classification and within his/her department. Such reassignment may be to another geographic location.

When a staff member is reassigned within his/her job classification, such staff member's salary shall not be reduced below that which s/he would have received had the staff member continued in his/her original position.

### **3.05 Evaluations:**

The annual staff performance evaluations will be done on a prompt and timely basis. Staff members shall have the option to provide a self-evaluation or written comments to their supervisor in anticipation of their annual performance evaluation. Any staff member electing this option must provide the self-evaluation or written comments no later than three (3) days prior to the annual staff performance evaluation. At the time of the evaluation, the staff member will be provided a copy of his/her job description. The staff member being evaluated will be provided a copy of his/her performance evaluation and will have five (5) calendar days to review the evaluation. By the conclusion of the time period, the staff member may add his/her comments to the performance evaluation and shall sign the performance evaluation. Comments added by the staff member shall be attached to the evaluation and included in the staff member's Personnel file in Human Resources.

If comments are not made within this period, or the staff member does not sign within this period, the right to comment will be forfeited, the supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file.

Prior to evaluating a staff member "1" or "2", the staff member's supervisor must notify the staff member that his/her performance is deficient and that their merit increment may be delayed or denied (in any fiscal year in which merit increments are given). Such notification shall be made through a written memorandum, documented oral warning, and/or written warning regarding performance issues. In addition, such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies.

In the event such notification is not provided and a merit increment is delayed or denied, the staff member shall receive a merit increment. In addition, the Campus Labor Relations Coordinator shall advise the issuing Supervisor that the employee must be properly informed of his/her performance deficiencies and given a three (3) month assessment period for a re-evaluation. Should the re-evaluation result in a satisfactory rating, the previous evaluation shall be void and expunged from the employee's personnel file. Should the re-evaluation continue to reflect a "1" or "2", the prior evaluation shall be maintained in the personnel file and appended to the re-evaluation. Whether notification was provided shall be subject to the grievance procedure.

Upon the mutual consent of the staff member and his/her supervisor, the staff member, his/her supervisor, and a Union representative shall meet to discuss performance issues. Such a meeting shall not be considered part of the grievance procedure. Further, the performance rating of the staff member is not subject to the grievance procedure.

## **ARTICLE 4. EMPLOYEE STATUS**

### **4.01 Classification:**

A staff member will be classified as either (a) full time or (b) part time.

### **4.02 Regular Full Time Staff Member:**

A staff member who is hired to fill a position for an undetermined period of time. Regular full-time non-exempt staff will work thirty-five (35), thirty-seven and one-half (37½) or forty (40) hours each week, as determined by the position.

Regular full-time staff will work their regularly scheduled work hours and are expected to work the necessary hours to complete their work assignments. Regular full-time staff shall be eligible for all benefits pertaining to full-time status.

#### **4.03 Regular Part Time Staff Member:**

A staff member who is hired to fill a position for an undetermined period of time. Regular part-time non-exempt staff will work twenty (20) hours or more per week but less than the Full Time equivalent for the position. A part-time staff member shall be eligible for pro-rated benefits as per current University policy. In addition, part-time staff shall be eligible for health insurance, as per current University policy, subject to continued approval of the State Health Benefits Commission.

#### **4.04 Regular Versus Temporary Employment:**

When a staff member is hired or transfers into a position, such staff member shall be advised as to his/her status as either a regular or temporary staff member. Temporary staff are hired for a specified period of time and are not eligible for any benefits except those required by law.

#### **4.05 Probationary Period:**

All Full and Part Time staff members shall serve a one hundred and eighty (180) calendar day probationary period following their initial date of hire.

The University reserves the right to extend the initial probationary period up to an additional thirty (30) days for Full and Part Time staff members. A staff member's employment may be terminated at any time during the probationary period. Such decision shall be final and binding, and not subject to the grievance procedure.

Probationary staff will be eligible to use accrued sick leave after thirty (30) calendar days of employment and other accrued leave time after ninety (90) calendar days of employment.

#### **4.06 Personnel Files:**

A staff member shall, within three (3) working days of a written request to Human Resources, have an opportunity to review his/her central Personnel file in the presence of an appropriate official of Human Resources to examine any criticism, commendation or any evaluation of his/her work performance or conduct prepared by the University. Such examination shall not require a loss of paid time. If requested by the staff member, a Union representative may accompany the staff member.

A staff member shall be allowed to place in such file a response of reasonable length to anything contained therein. The University will honor a request made by a staff member for a copy of any derogatory item, the staff member's Employment application, resume, performance evaluations or any correspondence addressed to the staff member contained in the central Personnel file. The staff member will be charged Human Resources' prevailing rate for any copies.

A staff member may request the expungement of materials included in the file where there are pertinent and substantive inaccuracies, or for reasons of time duration, relevance or fairness. Such requests will be evaluated in relation to the University's needs for comprehensive and complete records but will not be unreasonably denied.

No document of anonymous origin shall be maintained in a staff member's central personnel file nor be a part of any personnel action taken against a staff member.

#### **4.07 Seniority:**

*A. Accrual:* Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time staff members upon the successful completion of their initial probationary period.

*B. Loss of Seniority:* A staff member's seniority shall be broken by resignation, dismissals from employment, or other types of terminations, layoffs of more than one (1) year or refusal of a suitable position while on recall from layoff.

*C. Layoff:* Layoffs shall be administered in accordance with University policy except as stated below:

Seniority will prevail on layoffs due to lack of work in the job classification, efficiency reorganization or reductions due to economic considerations. Seniority will prevail on call backs within one (1) year from layoff.

### **1. Bumping and Recall Rights**

Bumps shall be only within a job title in a University Operating Unit or to the immediate prior job title on the Campus (see Appendix A for listing of Operating Units). Staff members shall be able to exercise bumping rights provided that they meet the requirements for the position.

A list of vacant positions will be available for review in the campus Human Resources offices.

A staff member who chooses to fill a vacancy or to bump another staff member, and is subsequently informed by the campus Human Resources department that the salary of the vacant or bump position is more than ten percent (10%) below his or her current salary, shall be allowed to reconsider their decision and to go on to the recall list.

Within their respective departments/work units, regular staff members shall not be laid off before temporary or probationary staff members in the same job classification.

Staff choosing not to exercise their bumping rights remain eligible for recall.

Laid off staff members, in the order of the effective date of the layoff, have first recall rights beginning with the title and job requirements of the position from which they are laid off, to positions with comparable or lower requirements within the same classification series.

All laid off staff shall retain their rights of recall for one (1) year from the date of layoff. Should a laid off staff member refuse a position when recalled, s/he shall be removed from the recall list. However, staff members shall be allowed to refuse a position if the salary of the position is greater than or equal to ten percent (10%) less than the salary of their former position. Staff members will be recalled based on the effective date of the layoff. If more than one (1) staff member in the same job title is laid off, effective the same date, University-wide seniority will be utilized to determine recall rights.

Upon recall, a staff member shall retain his/her original date of hire.

Staff members shall serve a probation period of ninety (90) days in a new position whether such placement is due to filling a vacancy, exercising a bump, or as a result of a recall, except that a staff member who bumps or is recalled into the same job title or lesser title in the same title series within the same department shall not be required to serve a probation.

Probation can be extended, at the option of the University, up to an additional ninety (90) days. Failure of a staff member to satisfactorily complete the probation period shall result in the staff member being placed on a recall list for up to one (1) year. If the staff member is recalled and again fails probation, such staff

member's employment at the University shall be terminated and all layoff and recall rights shall cease.

## ***2. Special Categories of Employees***

All regular full or part-time staff members shall be covered by the layoff policy regardless of salary range, consistent with the following provisions:

- a) Staff members employed under a J-Visa shall not be eligible for coverage.
- b) Staff members employed under a H-Visa shall have bumping rights only into the same job classification.
- c) Staff members holding research positions may only exercise a bump into a position in his/her own department for which he/she is qualified and only if the project would not be seriously disrupted by the change in personnel as determined by the Vice President for Academic Affairs. If a staff member in research position cannot bump into a position in his/her department, he/she can bump into the immediate prior title (non-research) on the Campus or be placed in the immediate prior held title (research) provided there is a vacant position and the staff member is qualified for such position.

The parties agree that the subject matter of any appeal to arbitration concerning the Vice President's decision on bumping rights shall be limited to whether the criteria as to which positions shall be exempt from bumping were applied. Should an arbitrator find that the criteria were not applied by the Vice President, then his/her sole remedy shall be to refer the matter back to the Vice President for reconsideration.

## ***3. Notice of Layoff***

The University will provide a minimum of twenty one (21) calendar days notice of layoff to any regular staff member affected.

The University shall continue the practice of providing the Union with a copy of each layoff notice sent to staff members. Such notice shall be provided, by mail or fax, within twenty four (24) hours of the staff member's receipt of the layoff notice.

## ***4. Information to the Union***

The University shall continue the practice of providing the Union with a copy of each layoff notice sent to staff members. In the event that five or more staff members are laid off within a pay period on a campus, the University shall, upon notification to the Union of the names and job titles of the staff members affected by the layoff, provide the Union with an up to date seniority list of the affected departments and job titles.

## ***5. Continuity of Services***

The University agrees to consider patient transition issues in determining how much actual notice is given to Mental Health and Social Work professionals of layoff, consistent with Section 3 above.

### **4.08 Seniority Lists:**

The University shall, at the end of January and July of each year, submit to the Union a list containing the

names of staff members of each particular unit or department in order of seniority according to date of hire, as of January 31<sup>st</sup> and July 31<sup>st</sup>. Said list(s) shall also contain the job titles and employee class of each staff member, and shall be available at each campus Human Resource office. The dated list will reflect the relative seniority of staff pursuant to Section 4.07. Any staff member may inquire, in writing, to Human Resources the staff member's relative standing. The University shall also provide a list of staff members on each campus by job title and seniority.

#### **4.09 J-Visa and H-Visa Employees:**

As part of its notification to the Union of a Labor Condition Application filed with the U.S. Department of Labor, the University shall, if allowable by law, provide the Union with the name of each individual for whom the application is being made.

### **ARTICLE 5. WORK TIME**

#### **5.01 Normal Workday:**

For the purposes of determining the application of any non-exempt staff member's base compensation rate, a regular non-exempt staff member's normal workday will be either eight (8), seven and one-half (7½) or seven (7) work hours as determined by the staff member's position. This hourly rate will also be used to calculate the compensation of regular part-time staff members. All defined workdays for non-exempt staff members shall include rest periods as specified in section 7.16 and a scheduled meal period as specified in section 7.17.

Regular full-time exempt staff members are salaried staff, and, as such, their compensation is not determined by the number of hours they work in a workday. Exempt staff are expected to work the necessary hours to complete their work assignments.

#### **5.02 Normal Workweek:**

The workweek begins at 12:01 am. Sunday and ends midnight Saturday.

#### **5.03 Work Schedules:**

Requests or preferences for time off will be submitted in writing no less than one (1) week in advance of the date(s) requested except that Float Holidays may be used with less notice in the case of an emergency. Management has the right to require proof of an emergency usage of a Float Holiday. The University will respond in writing to all written requests within one (1) week of submission.

Changes requested by a staff member in their schedule will be considered by the University and will not be unreasonably denied.

Staff members shall receive as much notice as possible but no less than two (2) weeks notice, except in the event of an emergency, of a change in scheduled hours that requires a staff member to work evening, night, or weekend hours on a regular basis. Upon request, the University shall meet with the Union only to discuss the change in schedule and its impact on affected staff members.

If possible and where appropriate, the University will seek volunteers to change to new departmental schedules.

#### **5.04 Overtime Work: Compensatory Time Off**

A non-exempt staff member may request overtime payment or compensatory time off for hours worked in excess of forty (40) hours. The University retains the option of paying non-exempt staff member's



overtime or granting compensatory time off as provided for in the Fair Labor Standards Act (F.L.S.A.) for public employment and such compensation will be at the rate of time and one-half (1½).

The University shall give non-exempt staff members as much advance notice as possible relative to the scheduling of overtime.

Compensatory time off for exempt staff members shall be in accord with current University policy and Article 6.02..

The parties agree to meet and discuss the University's policy and departmental practices regarding compensatory time within six (6) months of the effective date of this contract.

**5.05 Weekend Defined:**

A weekend shall be defined as Saturday and Sunday for all staff members.

**5.06 Staffing – State of Emergency Policy:**

The parties agree to meet within ninety (90) days of the effective date of this Agreement to discuss issues concerning the University's policy regarding State of Emergency. Issues for discussion shall include the definition of "essential employee", reporting to work responsibilities, and compensation.

**ARTICLE 6. MONETARY BENEFITS: TIME WORKED**

**6.01 Regular Compensation Rate:**

A staff member's regular compensation rate is the staff member's base rate of pay and does not include any differential, premiums or bonuses.

**6.02 Premium Compensation Rate - Overtime Work:**

The University conforms to the Fair Labor Standards Act (FLSA) for public employment. Effective January 1, 1997, all non-exempt staff members shall be compensated at time and one-half (1½) for all hours worked in excess of forty (40) hours. Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off.

Beginning January 1, 1997, for the purpose of computing overtime, all holidays paid for both unworked and hours of paid leave except sick time, shall be counted as hours worked. Overtime pay and other premium pay shall not be pyramided.

An exempt employee who works a "full day" beyond his/her regular work week shall be granted a comp day for said day provided that the employee notifies his/her supervisor in writing of the operational necessity to work beyond his/her regular work week and receives the supervisor's prior approval to do so. For the purpose of this provision, a "full day" shall be defined as the employee's regular daily hours of work. Comp days may not be earned fractionally. Comp days must be used prior to vacation days and float days and by the end of the quarter following the quarter in which they are earned.

**6.03 Pay Period:**

Frequency of payment will continue as heretofore. All pay checks shall be delivered and available on the Friday of each pay week. Pay stubs will clearly identify specific hours worked and compensated. On a quarterly basis, the University will provide a written summary of each staff member's status of accrued, unused benefit time and compensatory time.

Staff members may opt for direct deposit of their paycheck into their personal bank account. Staff members may pick up their pay stubs on payday, or for one (1) week thereafter at a designated site at each facility.

When an error in pay has been made, the University will issue a check with the correction within two payroll (2) work days of notification of error, with proper deductions.

#### **6.04 Salary Increase Date:**

Salary increases which may be delayed will be paid retroactively to the date upon which the increase is scheduled to take effect, excluding cases where the effective date is postponed due to a staff member's less than satisfactory evaluation.

#### **6.05 Daylight Saving Time:**

If a non-exempt staff member actually works one (1) hour greater than his/her scheduled hours of work as a result of an adjustment in daylight savings time, he/she shall receive either one (1) hour additional pay or one and one-half (1 ½) hours additional pay. If a non-exempt staff member works one (1) hour less than his/her scheduled hours of work as a result of an adjustment in daylight savings time, s/he will be compensated for the time actually worked.

### **ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED**

#### **7.01 Holiday Designation:**

Effective January 1, 1997, all Full Time staff members will be entitled annually to fifteen (15) holidays. Part Time staff members will have the holiday time pro-rated based on the number of hours he/she was hired to work per pay period. The fifteen (15) holidays are:

New Year's Day	Martin Luther King's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas	Float Holiday (6)

The six (6) float holidays will be issued to those Full and Part Time staff members who are in active pay status as of January 1st of each year.

Effective January 1, 1998, all bargaining unit members hired or returning from unpaid leaves of absences between January 2 and July 1 of any year will be credited with three (3) float holidays within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from unpaid leaves of absence from July 2 to December 31. Individuals returning from unpaid leaves of absences from January 2 to July 1 will only receive the three (3) float holidays if they did not already receive float holidays for the particular year.

The staff member shall meet with his/her supervisor to schedule a mutually agreeable date for use of float holidays during the calendar year.

For staff subject to a seven (7) day a week schedule, New Year's Day, Independence Day, and Christmas shall be observed on the actual day they occur; eg., if Christmas falls on Saturday it will be observed on Saturday. For staff subject to a Monday - Friday schedule, these holidays will be observed as follows:

If the holiday falls on a Saturday, it will be observed the preceding Friday. If it falls on a Sunday, it will be observed the next day; Monday.

Staff members, absent compelling documentation of illness or emergency, who call off on the scheduled day before or after a holiday, or, if scheduled to work the holiday, call off, will be salary deleted and forfeit the holiday.

Regular Part Time staff shall be entitled to float holidays on a proportionate basis based on the number of hours hired to work.

Except in the case of an emergency, a request for float holidays must be submitted to the staff member's supervisor for review and approval at least five (5) days in advance of its intended use.

Float holidays may be used for emergencies, personal matters, observation of religious or other days of celebration (but not officially recognized University holidays).

Supervisors shall have the right to require proof of an emergency. The University agrees that such proof shall be kept confidential. Failure of a staff member to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken if warranted.

#### **7.02 Holiday Entitlement:**

The University shall have the right, at its sole discretion, to require any staff member to work on the holidays specified herein. The University agrees to assign holidays off on an equitable and rotational basis.

If the holiday falls on a staff member's day off, s/he shall receive another day off for the holiday. The holiday may not be used prior to the date the actual holiday is observed and shall be scheduled within sixty (60) calendar days after the date the actual holiday is observed. If the staff member has requested but not received the compensatory time off for the holiday by the sixty (60) calendar day period, the University will either pay the staff member for the holiday at his/her base rate of pay, or shall schedule the staff member for the time off, by the next pay period.

If a holiday falls during a staff member's vacation, the day will be observed as a holiday and vacation time will not be charged for the day.

#### **7.03 Holiday Pay:**

Effective January 1, 1997, a non-exempt staff member who is required to work on a holiday other than the Day after Thanksgiving or Good Friday shall be paid at a rate of time and one-half (1 ½) the basic rate of pay. A non-exempt staff member who is required to work the Day After Thanksgiving or Good Friday shall be paid at a rate equal to the basic rate of pay. In addition, non-exempt staff other than twelve hour staff shall receive either a scheduled day off or be credited with one (1) day of compensatory time.

Exempt staff members who are required to work on a holiday shall be credited with one (1) day of compensatory time unless waived by mutual agreement between the staff member and his/her supervisor. The exempt staff member and his/her supervisor shall schedule the compensatory time off within a sixty (60) calendar day period.

#### **7.04 Holidays for Twelve Hour Shift Employees:**

All Full and Part Time staff members in active status January 1 of each year will be credited with six (6)

float holidays totaling forty-eight (48) hours. Staff members may use these holidays in accordance with University Policy and this Article of the Agreement.

Full and Part Time staff that are routinely scheduled to work twelve (12) hour shifts shall be compensated for the nine (9) University designated holidays totaling seventy-two (72) hours as per 1. through 4 below:

1. For the period July 1 through November 30 of each year of this Agreement, each staff member will be compensated for all four (4) University designated holidays which fall within this period while the staff member was actively employed. Payment will be made in December, and paid in one lump sum at the staff member's hourly rate of pay in effect at the time payment is made.
2. For the period December 1 through June 30 of each year of this Agreement, each staff member will be compensated for all five (5) University designated holidays which fall within this period while the staff member was actively employed. Payment will be made in July, and paid in one lump sum at the staff member's hourly rate of pay in effect at the time the payment is made.
3. A staff member who is not in active status on a day designated by the University as a holiday will not receive compensation for said holiday.
4. Upon termination of employment or transfer from the twelve (12) hour work shift scheduling basis, the staff member will be compensated for accrued holiday pay for any University designated holiday which has not been paid, less any monies the staff member may owe the University.

#### **7.05 Vacation Amount:**

Vacation accruals for newly hired or rehired staff members will commence upon the successful completion of the first ninety (90) days of employment and will be credited retroactively to the staff member's date of hire or rehire.

Vacation time will accrue in each calendar year in accordance with the following schedule. The annual rate will change in the month when the staff member reaches a service milestone if the staff member's anniversary date is before the 16th of the month and will change effective the following month if the staff member's anniversary date is the 16th of the month or after.

Vacation accruals are cumulative from one year to the next up to an amount equal to one (1) year of accruals. When unusual circumstances warrant an exception, amounts greater than one (1) year can be carried over with approval from a staff member's department head and the Campus Director of Human Resources.

#### **7.06 Vacation Accruals:**

<u>Length of Service</u>	<u>Accrual Rate Per Month</u>
0 - 10 yrs.	1 1/4 days
11 - 20 yrs.	1 2/3 days
Upon completion of 20 years	2 1/12 days

A staff member will be paid for vacation at the staff member's base rate of pay.

#### **7.07 Vacation Entitlement:**

All regular Part Time staff who are included in this bargaining unit shall accrue vacation credit on a proportionate basis based upon the number of hours the staff member is regularly scheduled to work.

Vacation credit shall not accrue while a staff member is on an unpaid leave except that a staff member will receive credit for the month the leave commenced provided the leave commenced on or after the 16th and will receive credit for the month s/he returns from leave provided the staff member returns on or prior to the 15th of the month.

A staff member who has resigned with appropriate notice, or who has been discharged, except for cause, shall be entitled to vacation allowance of unused vacation time accrued within the time limit described previously, less any overdrawn sick time allotment except that a staff member separated during the initial hire or rehire probationary period will not be entitled to such allowance.

If a staff member dies having vacation credits accrued within the limits described previously, a sum of money equal to the compensation computed on said staff member's base salary rate at the time of death shall be calculated and paid to the staff member's estate less any overdrawn sick time allotment.

#### **7.08 Vacation Scheduling:**

The vacation period will be the entire year. The staff member will, subject to the University's operating requirements, have his/her choice of vacation time; it being recognized, however, that vacations must be scheduled by the University in a manner designed to ensure the effective and efficient operation of the University, including staffing needs. No part of a staff member's scheduled vacation may be charged to sick time.

The University may restrict the amount of vacation time granted to a staff member during prime vacation periods to allow for equitable distribution of prime vacation time among staff member. The prime vacation periods will normally be June 1 through Labor Day, December 1 to January 15th.

By September 1st of each year, a staff member's department head/designee will advise the staff member of the number of vacation days remaining which must be used by the end of the calendar year or forfeited.

Vacation requests for the period June 1 through November 31 which involve the use of one (1) or more weeks must be planned and requested by February 15<sup>th</sup> of each year. A written response to the staff member's request will be provided by March 15<sup>th</sup>. Vacation requests for the period December 1 through May 31 which involve the use of one (1) or more weeks must be planned and requested by September 15<sup>th</sup> of each year. A written response to the staff member's request will be provided by October 15<sup>th</sup>. For each vacation period, the staff member will submit three (3) choices of vacation time in order of priority. In situations in which choices of vacation time are timely and two (2) or more staff members request the same time period, University seniority will prevail.

Failure to submit a vacation request by February 15th will result in loss of seniority status as it relates to vacation requests for the upcoming year. Any vacation requests submitted after February 15th, including those of less than (1) week, will be treated on a first come basis and not decided by seniority. A request must be submitted a minimum of thirty (30) days before the effective date of the vacation, unless waived by mutual agreement of the staff member and his/her department head/designee. A written response to the staff member's request will be provided within seven (7) calendar days of receipt.

With approval, vacation time may be taken as single or multiple days, single or multiple weeks.

immediately notify his/her supervisor and may be required by the supervisor to report to work.

#### **7.14 Court Appearance:**

Staff members shall be granted necessary time off, at the staff member's base rate of pay, when s/he is summoned to testify at depositions or in court, on any matter arising within the staff member's scope of employment at the University. The staff member shall immediately report receipt of any subpoena or court order related to their employment at the University to the University's Office of Legal Management and to their supervisor.

#### **7.15 Rest Periods:**

A non-exempt staff member shall be entitled to a fifteen (15) minute rest period during each four (4) consecutive hours of the work shift. Such rest periods are not cumulative.

#### **7.16 Meal Period:**

Non-exempt staff who work during their regularly scheduled meal period will, at the option of the University, be paid in accordance with the Federal Labor Standards Act (FLSA). Exempt staff shall continue to be granted an unpaid meal period as per current practice.

### **ARTICLE 8. LEAVES OF ABSENCE**

#### **8.01 Basis and Amount:**

<u>Type of Leave</u>	<u>Maximum Length</u>
<b><i>Medical/Maternity</i></b> (after use of accumulated sick time)	18 weeks
<b><i>Military</i></b>	In accordance with State and Federal Statute
<b><i>Family</i></b>	As per current University Policy
<b><i>Academic</i></b>	6 months
<b><i>Personal</i></b>	1 month

#### **8.02 Procedure:**

##### *A) Medical/Maternity Leave:*

Except for reasons of health and safety or inability to perform the job, a pregnant staff member shall be permitted to work. Medical leaves of absence due to maternity shall be treated the same as other medical leaves.

A medical leave shall be granted upon presentation of a letter to the supervisor from the staff member's personal physician which must state when the staff member's inability to work commenced, nature of the illness or injury and expected date the staff member will be able to return to work. The University may, at it's cost, have the staff member requesting a medical leave examined by a physician of the University's choosing as a condition of granting, continuing or extending a medical leave of absence.

An unpaid medical leave of absence will commence after all accumulated sick time has been exhausted. A medical leave may be granted up to a maximum of eighteen (18) weeks after sick time has been exhausted, or at the end of thirty (34) weeks use of paid sick leave.

Upon return from leave, the staff member must present to his/her supervisor documentation from the staff member's personal physician indicating the date the staff member has been cleared to return to work, and

that the staff member is able to return to work without restriction.

*B) Military Leave:* Military leave will be governed by applicable State and Federal Statute.

*C) Family Leave:* As per current University policy.

*D) Workers' Compensation:*

Effective January 1, 1997 any staff member in this bargaining unit who becomes disabled because of a job related injury shall, if approved by Risk and Claims management, be granted a leave of absence. Payment during such leave will be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) percent of salary.

If not approved by Risk and Claims Management application may be made to use sick leave, if available and then application may be made for a medical leave of absence under University policy.

*E) Personal Leave:*

In certain circumstances staff members may be permitted to take an unpaid personal leave of absence from their positions with the University. Such leaves may be applied for and are available to regular Full Time and Part Time staff members working twenty (20) or more hours per week provided they have completed six (6) months of continuous service.

Requests for personal leaves must be accompanied with the reason for the leave and duration and must be submitted in writing to the staff member's supervisor along with any supporting documentation.

Such request must be submitted at least two (2) weeks in advance of the starting date for the leave except in the case of a bona fide emergency. A staff member shall receive a written response within five (5) work days. Supervisors shall have the right to require proof of an emergency as a condition for approval.

The maximum length of a personal leave is one (1) month.

*F) Return from Leave:*

The University shall place a staff member returning from an unpaid leave of six (6) months or less in their prior position, or if such position is unavailable, to an equivalent position. A staff member who fails to return from leave within five (5) days from their scheduled date of return and without securing permission from his/her supervisor to extend such leave, shall be discharged.

A staff member who has utilized the maximum length of leave and who is unable to return at that time shall resign in good standing or in the alternative will be terminated for being unable to return from leave.

### **8.03 Leave of Absence, Limitations:**

All leaves as described above must be taken at the time of the related occurrence or shall be waived. Staff members will be terminated for obtaining leave by false pretense or for failing to return from a leave in accordance with University policy.

## **ARTICLE 9. MONETARY BENEFITS: HEALTH BENEFITS, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, LIFE INSURANCE AND PENSION.**

### **9.01 Health Benefits:**

All members of the unit who are eligible for the State's health insurance, pension/life insurance benefits shall be provided with these benefits on the same basis and to the same extent provided to all State employees whose contracts expired June 30, 2003. Should negotiations or legislative action change these benefits for State employees during the life of this contract, the benefits for eligible members of the unit shall change accordingly. If the State should notify the University that they will not cover Part-Time (less than 35 hours per week) staff members, the University will not continue such coverage.

### **9.02 Prescription Drug Program:**

The State administered Prescription Drug Program shall be continued in keeping with the legislative appropriation.

### **9.03 Dental Plan:**

It is agreed that the State shall continue the Dental Care Program, during the period of this Agreement. The program shall be administered by the State and shall provide benefits to all eligible staff and their eligible dependents.

An optional Group Dental Program which provides services through specific dental clinics will be made available to staff members in the unit. Participation in this program shall be voluntary with a condition that each participating staff member authorizes a bi-weekly salary deduction not to exceed fifty (50%) percent of the cost of the coverage for a one (1) year period. Staff members are able to enroll in only one (1) of the two (2) programs or in no program at all.

### **9.04 Life Insurance Program:**

Life insurance coverage is provided as part of the Public Employees Retirement System (P.E.R.S.) or the Alternate Benefit Program. Both programs are administered by the New Jersey Division of Pensions. Eligibility for participation by staff members and benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions.

### **9.05 Pension:**

The University is a participant in the Public Employees Retirement System and the Alternate Benefits Program. Eligibility for participation by staff members and benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions. A written description of the PERS Program or Alternate Benefits Program can be obtained from the University's Benefits or local Human Resources Office.

## **ARTICLE 10. MONETARY BENEFITS MISCELLANEOUS:**

### **10.01 Terminal Benefits:**

A Full Time or Part Time staff member whose employment is terminated by reason of permanent layoff will receive as a terminal allowance:

- a) Twenty one (21) days notice or compensation at the staff member's regular



compensation rate to the extent such notice is deficient.

- b) Accrued but unpaid vacation and compensation time to the staff member's termination date.

#### **10.02 Resignation:**

A staff member who terminates by resignation will give the University twenty one (21) days written notice. Staff who resign will be entitled to all accrued but unused vacation and compensation time, less any sick time advanced but not accrued.

Staff members who terminate by resignation or for any other reason must return all University property, including but not limited to ID cards, parking tags and keys, and computer software.

Failure to return this property will allow University Management to withhold final paychecks.

After submitting a notice of resignation, a staff member shall only be eligible to use a maximum of two (2) float holidays within the last three (3) weeks of employment, provided the request(s) for such float holiday(s) are approved.

#### **10.03 Shift Differential:**

Effective the date of ratification, the shift differential for Medical Technologists shall be increased from \$1.20 per hour to \$2.00 per hour.

Effective the date of ratification, the shift differential for all other non-exempt employees shall be increased from \$1.10 to \$2.00 per hour.

Effective the first pay period in which July 1, 2004 falls, the shift differential for Medical Technologists shall be increased to \$2.50 per hour.

Shift differentials are not considered to be a part of a staff member's regular compensation rate.

#### **10.04 Experience - Rehire:**

A staff member who leaves the University in good standing and is rehired in the same job title within one (1) year of his/her date of separation shall be placed at the same range and step as when the staff member left.

#### **10.05 Continuing Education:**

A staff member may request in writing to his/her supervisor, permission to participate in work-related educational workshops, seminars, conferences and/or conventions. The University will make a reasonable effort to approve such participation.

The University will grant time off without loss of pay to those staff members approved to attend Continuing Education conferences.

Night shift staff members who are scheduled off to attend Continuing Education programs may be given as a conference day, either the night before, or the night after. Staff members will receive a response to their request for participation within two (2) weeks of submission.

All travel arrangements must be made in conformance with University policy in order to be reimbursable.

The University agrees to reimburse staff members for the tuition/registration fees associated with

obtaining and/or maintaining "certifications" required by the University or the State of New Jersey for the position in which they are currently employed by the University. Such reimbursement shall be in accordance with Article 10.06 and charged to the employee's tuition reimbursement allowance.

#### **10.06 Tuition Refund:**

A) Effective July 1, 2003, the annual maximum reimbursement will be three thousand dollars (\$3,000) for courses successfully completed with a grade of "C" or better.

Effective 9/1/2000, if a staff member takes a course at a non-UMDNJ school that allows for deferred tuition reimbursement, the staff member will not be required to pay the school first and then be reimbursed by the University, provided that the staff member successfully completes the course with a grade of "C" or better and submits an appropriate invoice, the University shall issue a check to the staff member (within the maximum amounts set forth in this paragraph) and the staff member shall submit such check to the non-UMDNJ school. However, it is the responsibility of the staff member to make such payments and the University shall be held harmless from any disputes between the staff member and the non-UMDNJ school regarding tuition payments.

B) There will be no reimbursement for incidental fees incurred in the courses.

C) The University will reimburse staff members within six (6) weeks of submission of tuition receipts and grades by the staff member.

D) There shall be no cap on the number of semesters for which a staff member can receive tuition refund.

E) Staff members in the Mental Health and Social Work professions shall be eligible to receive tuition reimbursement for course work at post-Masters degree "institutes" or equivalent programs in their fields.

F) If a staff member is laid off and has received tuition reimbursement, the staff member will not have to return such reimbursement.

#### **10.07 Uniform Allowance:**

Should the University require staff to wear uniforms, but choose not to provide them, the University will then provide full time staff an annual uniform allowance as follows:

<b>FY2004</b>	-	\$500
<b>FY2005</b>	-	\$500
<b>FY2006</b>	-	\$500

Part-time staff will receive an annual uniform allowance equal to one half of the applicable uniform allowance in the fiscal year.

The uniform allowance will be effective July 1st of each fiscal year to all eligible staff noted above who have completed their initial probation period prior to July 1st. Full or Part Time payments will be based on the staff member's status as of July 1st. The staff member must be in active pay status as of the date of payment.

#### **10.08 On-Call:**

A) Non-exempt staff members required to work on-call, as defined by the Fair Labor Standards Act

(F.L.S.A.), shall receive \$3.25/hour.

B) When a non-exempt staff member is called to work outside his/her regularly scheduled shift, he/she will be compensated for the actual hours worked. The staff member will be guaranteed a minimum of two (2) hours of compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his/her regular shift.

C) An exempt staff member required to work on-call or who is called to work at a time that the exempt staff member is not normally scheduled to work, shall be treated in accordance with Article 5.04 of this Agreement.

D) All current forms of on-call compensation for exempt staff members shall be maintained at no less than their current level.

#### **10.09 Charge Differential:**

A non-exempt staff member in the Pharmacy department at University Hospital who is placed in charge of a work unit during the evening or night shifts shall receive a charge differential to of \$1.30/hour sixty (60) days after the ratification of the contract.

#### **10.10 Travel Pay:**

Effective July 1, 2000, staff members who use their car for business purposes shall be reimbursed at the then current IRS rate.

#### **10.11 Cell Phone:**

Staff members who make home visits on a regular basis as part of their job duties, such as Public Health Representatives in the New Jersey TB Center, shall receive, upon submission of a bill, up to \$100 per year for service costs provided that the department does not provide a cell phone to the staff member.

### **ARTICLE 11. HEALTH AND SAFETY:**

#### **11.01 Health Examination:**

If necessary, the University will provide to each member of the bargaining unit a physical examination at the time of employment at no cost to the staff member. Thereafter, an annual examination will be provided if required by the appropriate accrediting authority, by the University, or by statute.

Staff returning from medical or disability leave must present a note from the treating physician which indicates the date the staff member was able to return to duty and certifying the staff member's fitness to return to work full duty. The University may, at its own cost and expense, have a physician of its choosing perform a physical examination of the staff member to ensure fitness and capability to return to work.

#### **11.02 Employer Obligation:**

The University agrees to provide adequate and regularly maintained sanitary facilities for employees' use. Each staff member will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of the job.

The University shall make reasonable provisions for the safety and health of its staff and will observe all applicable health and safety laws and regulations. The University will provide safety devices for staff members when deemed appropriate by the University or as required by law and will provide a reasonably

safe and healthy place of employment.

A staff member must report incidents of unsafe and/or unhealthful conditions to his/her supervisor immediately. The University shall respond in a timely manner to all health and safety problems reported by the Union and/or bargaining unit staff members.

The University and HPAAE agree to discuss problems concerning health and safety in the regularly scheduled Labor - Management meetings. The union will have the right to one (1) representative to the University's Labor Management Health and Safety Committee. The union will have the right to one (1) representative to the University Hospital Safety Committee. Any recommendations concerning improvement or modification of health and safety conditions shall be reported to the appropriate health and safety committee.

The University shall, upon request, provide the Union with the results of all health and safety inspections of the facilities of the University. The University shall notify the Union of all such inspections where the inspections were initiated as a result of a Union/employee complaint and/or grievance. The University will also notify the Union in cases where on-going health and safety hazards which may effect the HPAAE Union membership are discovered.

## **ARTICLE 12. EMPLOYEE FACILITIES:**

### **12.01 Parking:**

Beginning July 1, 1993 and for every fiscal year until a successor Agreement is concluded, the parking fee for all bargaining unit members will be equal to .5% of the base salary as of the last pay period of the previous fiscal year. All staff members hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of hire.

Effective January 15, 2000, parking fee reimbursements shall be paid in pre-tax dollars.

## **ARTICLE 13. NO STRIKE/NO LOCKOUT:**

The Union and the staff agree to refrain from any strike, work stoppage, slowdown, concerted refusal to work overtime, or concerted sick call, and will not support or condone any such job action, nor prevent or attempt to prevent the access of any person to the University's facilities during the term of this Agreement.

The University agrees that there shall be no lockouts during the term of this Agreement.

## **ARTICLE 14. DISCIPLINE:**

### **14.01 Definition:**

Discipline shall mean official written warning, suspension without pay, disciplinary demotion or discharge from employment at the University. Dismissal from employment or demotion based upon a layoff or operational changes made by the University shall not be construed to be discipline. Oral counseling, although in writing, is not to be considered discipline and shall not be placed in the staff member's central personnel file.

The University shall have the right to discipline staff members for just cause. Just cause for discipline including discharge from employment shall include those causes set forth in the University Rules and Regulations. This list of causes is not exclusive and discipline up to and including discharge from

employment may be made for any other combination of circumstances amounting to just cause. The University reserves the right to substitute a written warning in lieu of a suspension without pay and such substituted warning shall substitute for suspension in the University's scheme of progressive discipline. A written warning in lieu of a suspension of three (3) or more days shall be arbitrable.

Suspensions without pay of three (3) or more days, written warnings in lieu of a suspension of three (3) or more days, disciplinary demotions or discharge from employment shall be subject to arbitration as specified in the grievance procedure set forth in Article 14.02, except that discipline imposed for time- and attendance violations shall not be arbitrable. However, in the event a non-exempt staff member receives a suspension without pay for two (2) days or less, such discipline shall not be arbitrable. No other disciplinary actions shall be subject to arbitration.

The University will notify the Union and the Local Union's Co-President in writing of any suspensions or discharges within seventy-two (72) hours of the action not including weekends. Failure by the University to properly notify the Union will not void any disciplinary action, but the time limit for filing a grievance will not commence until the date the Union or staff member was notified of the action in writing.

With respect to non-exempt staff, the University may, in lieu of suspension for a fixed number of days, and upon mutual consent of the union and the staff member, deduct up to five (5) days from vacation balances. The disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension.

The University shall make every effort to ensure that a staff member shall receive a written notice of a discipline on a form expressly provided for that purpose by the Human Resources department. If such a form is not used, a staff member shall receive a written notice of discipline that shall explicitly state the level of discipline, the date(s) of events relevant to the discipline, and the actions (or lack of actions) causing the discipline. In addition, there shall be a place on the notice for the staff member and the Union Rep to sign that they have received the notice of discipline. A staff member shall be informed of his/her right to have a Union Representative present at a disciplinary conference or a conference that may lead to discipline.

#### **14.02 Grievance Procedure:**

##### ***A. Definition***

1. A breach, misinterpretation or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or orders of the University affecting the terms and conditions of employment.

##### ***B. Purpose***

The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment by providing an exclusive vehicle for the settlement of staff member grievances and to facilitate the uninterrupted operations of the University.

##### ***C. General Provision***

No grievance settlement reached under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to

arbitration. When a grievant has Union representation, the Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

The terms of this Article shall not apply to probationary staff members, except with respect to payroll matters concerning salary and/or benefits. This exclusion shall not apply to regular staff members serving a probationary period due to a change in job title which is included in the negotiating unit, except that under no circumstances will the University's judgment as to the adequacy of the staff member's performance and/or attendance in a probationary period or any action taken in pursuance thereof be deemed to be discipline or subject to grievance.

All time limits are of the essence and may be extended only by mutual agreement between authorized representatives of the University and the Union. Grievances not raised and processed in strict and absolute accordance with the grievance procedures and time limits will be waived by the Union and staff member and will not be considered.

The lack of response by the University within the prescribed time, unless time limits have been extended by written mutual agreement, shall be construed as a negative response.

A grievance which affects a substantial number or class of staff members, or in the case of suspension or discharge, or which the University representative at Step I lacks the authority to settle, shall be presented at Step II of the grievance procedure. A grievance in the case of suspension or discharge must be presented at Step II within twenty-one (21) calendar days of the receipt of the disciplinary notice, excluding holidays. All disciplinary grievances must be signed by the individual grievant. Requests for an extension of the time limit for the grievant to sign a disciplinary grievance shall not be unreasonably denied in the event of physical incapacity.

#### ***D. Preliminary Informal Procedure***

A staff member may orally present and discuss a grievance with his/her immediate supervisor. At the staff member's option, he/she may request the presence of a Union representative. If the staff member exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is mutually agreed upon in writing.

If an informal discussion does not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

#### ***E. Formal Steps***

##### ***Step One:***

The grievance shall be reduced to writing and submitted to the department head within fourteen (14) calendar days, excluding holidays, from the date upon which the staff member first gained or should reasonably have gained knowledge of the alleged violation of the Agreement or policy took place. The grievance shall be signed by the grievant and/or Union representative, and shall set forth the nature of the dispute, the relief sought and the specific provisions of the Agreement/policy alleged to have been violated.

The department head shall answer the grievance in writing within seven (7) calendar days, excluding holidays, after its receipt.

In the event that the department head agrees to meet with the staff member(s) and the Union representative within seven (7) calendar days of the filing of the grievance, the department head shall have seven (7) calendar days after the meeting to respond in writing to the grievance.

Step Two:

The grievance may be appealed by written notice to the Vice President for Human Resources of the University or his/her representative within seven (7) calendar days, excluding holidays, after the Step One decision was rendered or due.

The Vice President for Human Resources or his/her representative will convene a hearing within twenty-one (21) calendar days, excluding weekends and holidays, after receipt of the grievance unless extended by mutual agreement. The staff member may be represented at such hearing by the Union representative, Local Union Chairperson or designee. The Vice President for Human Resources or his representative will render a decision within twenty-one (21) calendar days from the date of the conclusion of the hearing.

Discipline that is grieved in accordance with Step One of the grievance procedure shall be stayed until resolved through Step Two. Such grieved discipline may not be referred to or relied upon in any evaluation, promotional decision or subsequent disciplinary charge until the grieved discipline has been resolved through Step Two. Grieved discipline shall be considered resolved through Step Two after the Vice President of Human Resources or his/her representative has held a hearing and rendered a decision in accordance with that step of the grievance procedure or, for discipline subject to arbitration, the time for the hearing or decision has passed.

This provision shall not apply to :

- 1) disciplinary demotion or discharge; and
- 2) discipline for conduct, which in the University's discretion, demonstrates a threat to property or the health and safety of the grievant, University staff or the public.

In the event that a staff member serves any portion of a suspension prior to filing a grievance concerning that suspension, only the balance of the suspension will be stayed and there shall be no entitlement to reimbursement or reinstatement for the days served unless and until the grievance is sustained.

This provision shall automatically expire on the last day of the Agreement which commences July 1, 2003.

Step Three, Arbitration:

In the event the grievance has not been satisfactorily resolved in Step Two, and the grievance involved an alleged violation of the Agreement as described in the definition of a grievance in A (1) above or in the case of discipline involves the following implemented disciplinary actions:

1. Suspension without pay of three (3) days or more, excluding suspensions imposed for time-and attendance violations.
2. Written warnings in lieu of suspension of three (3) or more days, excluding written warnings in lieu of suspension imposed for time-and attendance violations
3. Involuntary Demotion
4. Discharge

then a request for arbitration may be brought only by the Union within sixty (60) calendar days from the date the Union received the Step Two decision.

The request for arbitration shall be submitted in writing to the Public Employment Relations Commission, with a copy sent to the Director of Labor Relations.

Arbitrators shall be selected, on a case-by-case basis, under the selection procedure of the Public Employment Relations Commission. A transcript of all arbitration hearings may be taken. All expenses of arbitration shall be borne by the University and Union equally, except that the cost of preparing and presenting each party's case or charge for a late cancellation shall be borne by each respective party.

The arbitrator selected shall be requested to hold the arbitration with one hundred and eighty (180) calendar days from the date selected and render his/her decision within thirty (30) calendar days after the close of the hearing unless such time is extended by mutual consent of the parties in writing.

The arbitrator shall have the right to subpoena relevant documents and witnesses if requested by either party.

The function of the neutral arbitrator shall be of a judicial rather than a legislative nature. The arbitrator shall give effect to the plain meaning of the Agreement language and shall not interpret such language unless the meaning of the language is unclear and ambiguous. When an arbitrator is called upon to interpret language in this Agreement, he/she shall render a decision which is consistent with the plain meaning of the Agreement's language, consistent with the common law of contract interpretation and with general considerations reserved to management by the Public Employee Relations Act and case interpretation of that Act.

The arbitrator shall not have the power to add to, subtract from or otherwise amend this Agreement nor shall he/she have the authority to prescribe a monetary award as a penalty for a violation of this Agreement.

Should the arbitrator reinstate a staff member with back pay, the staff member may be paid for the hours he/she would have worked in his/her normally scheduled work week, at his/her base rate of pay less any deductions required by law or other off-setting income for the back pay period specified by the arbitrator.

The decision of the arbitrator shall be final and binding upon the University, the Union and staff member, unless either party seeks a review in an appropriate court proceeding. In the event either party seeks a review, such procedure shall operate as a stay of the arbitrator's award until the judicial review is concluded.

With respect to contract interpretation grievances, the scope of judicial review shall be limited to determining whether the arbitrator's award is within the limits of the authority of the arbitrator as set forth in this Article.

A neutral arbitrator may hear and decide only one grievance during one arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event that either party asserts that the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions contained herein shall render a decision as to the waiver or bar of the issue prior to any hearing on the merits of the



grievance, unless the parties mutually agree in writing otherwise. The parties agree that the issue of waiver or bar shall not be decided by the same arbitrator who decides the merits of the grievance, unless the parties mutually agree in writing otherwise. Both parties shall be given ample notice of the time and place of any hearing before the arbitrator and shall be afforded ample opportunity to present to the arbitrator evidence and contentions pertinent to the question or questions at issue, including the direct and cross-examination of all witnesses.

The arbitrator shall not substitute his/her judgment for the University where this Agreement has specified whose judgment will be used or the matter involved has been reserved to the University by law or this Agreement.

Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as practical, but in any event no later than thirty (30) calendar days after receipt of the arbitrator's award, unless a party wishes to challenge the award.

If the arbitrator's decision is not challenged within thirty (30) calendar days, the decision shall be final and binding. If challenged, the appropriate party must initiate such legal proceedings as available within thirty (30) calendar days of receipt of such award from the arbitrator. In the event such legal remedy is pursued, corrective action will be implemented no later than fifteen (15) calendar days after final resolutions by the courts.

The terms of any settlement agreed upon in a case that has been filed for arbitration shall be implemented as soon as practical, but in any event no later than forty five (45) days after the agreement is fully executed. The agreement may contain, if appropriate, either as a term of the agreement, or as an appendix, a statement(s) concerning the implementation of the terms of the agreement.

In order to expedite the grievance/arbitration process and to promote the settlement of grievances, the Union and the University agree on the following:

- 1) The University shall notify the Union of its intent to file a scope of negotiations petition no later than sixty (60) days after the University receives notice from PERC of the filing of the grievance. The scope petition shall be filed no later than thirty (30) days after the University sends the Union the notice of intent to file such a petition.
- 2) In the event that either party asserts that a grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the party asserting this claim shall provide to the arbitrator and the grieving party an explanation of such an assertion within ninety (90) days after the party asserting this claim receives notice from PERC of the filing of the grievance.

## **ARTICLE 15. NON-DISCRIMINATION**

Neither the University nor the Union will discriminate against any staff member or applicant for employment, in any matter relating to employment because of race, color, creed, national origin, ancestry, nationality, sex, sexual orientation, marital status, age, or liability for service in the Armed Forces of the United States of America. Neither the University nor the Union will discriminate against any staff member because the staff member is or is not a member of the Union, or because the staff member has filed any complaints or grievances with the University or the Union.

## **ARTICLE 16. MANAGEMENT RIGHTS.**

The University retains and may exercise all rights, powers, duties, authority and responsibilities confirmed

upon and vested in it by the laws and constitution of the State of New Jersey and the United States of America.

Except as specifically limited or modified by the terms of this Agreement, or by law, all the rights, powers, duties, authority, prerogatives of management and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and activities of staff members are also retained by the University, whether exercised or not, and are to remain exclusively with the University.

## **ARTICLE 17. SUB-CONTRACTING SERVICES.**

If the University contemplates contracting for work normally performed by staff covered by this Agreement and the result would be the displacement of those staff members, the University agrees that, at least four (4) weeks prior to the execution of such contract, it will meet with the Union for the discussion of the proposed contract. If such contract is executed, the University agrees to give displaced staff consideration concerning other positions at the University for which they are qualified.

If such subcontracting necessitates the layoff of personnel, affected staff shall be given at least thirty (30) calendar days notice prior to being laid off.

## **ARTICLE 18. JOINT COMMITTEES.**

In the interest of solving mutual problems, the Union and the University agree to the following joint Labor/Management Committees:

### ***1. Campus Labor/Management Committees***

The Union and the University agree to the establishment of a Labor-Management Committee for the Newark, Piscataway/New Brunswick, and Stratford/Camden campuses. Each campus committee shall consist of representatives selected by the Union and representatives of the University. The maximum number of representatives from each party shall not exceed nine (9) in Newark, six (6) in Piscataway/New Brunswick, and three (3) in Stratford/Camden. The Director of Human Resources or designee from each campus shall attend for the University. In addition, a representative from the administrative offices of the relevant Division of the University may attend a specific meeting of the Labor-Management Committee.

The campus committees shall meet at least bi-monthly, and more frequently, if mutually agreed to by both the University and the Union.

### ***2. University-wide Labor/Management Committee***

The University and the Union agree to the establishment of a University-wide Labor/Management Committee. This committee shall consist of nine (9) representatives selected by the Union and nine (9) representatives selected by the University.

The University-wide committee shall meet twice a year to discuss overall, system wide issues of mutual concern to the Union and the University. The Director of Labor Relations of the University shall attend the meetings of this Committee. Administrators or designees from any of the Divisions or Schools of the University will attend these meetings as necessitated by the agenda, which must be submitted to the Director of Labor Relations thirty (30) days prior to the meeting date.

The Labor-Management Committees shall function completely separate from and independent of all grievance procedures under this Agreement. These meetings shall not be considered negotiating sessions.

The University agrees to release from work, if necessary, the members of the Labor-Management Committees, at no loss of their base rate of pay for the purpose of attending Labor-Management Committee Meetings. The Union shall inform the University's Office of Human Resources of the members of these Committees thirty (30) days prior to the first meeting.

## **ARTICLE 19. WAGES**

### **A) Compensation Plan:**

The Parties acknowledge the existence and continuation during the term of this Agreement of a Compensation Plan which incorporates in particular but without limit the following basic concepts;

- 1) A system of position classification with appropriate position description.
- 2) A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position.
- 3) Regulations governing the administration of the plan, including an Employee Performance Evaluation.
- 4) The authority, method and procedures to effect modifications as such are required. It is agreed that during the term of this Agreement, July 1, 2003 to June 30, 2006, and subject to the State Legislature enacting appropriations for these specific purposes, the University agrees to the following salary and fringe benefit improvements within the applicable policies and practice of the University and in keeping with the conditions set forth herein.
  - a) There shall be a 3.75% across the board increase to be effective. July 1, 2003 based upon the June 30, 2003 salary.
  - b) There shall be 3.75% across the board increase to be effective July 1, 2004 based upon the June 30, 2004 salary..
  - c) Effective July 1, 2005, employees shall move onto the step of the Mini-Step Salary Schedule established herein that matches their salary (revenue neutral) as per Exhibit A set forth herein. Employees will then advance one (1) step on the Mini-Step Salary Schedule upon their anniversary date.
  - d) There shall be a 2% across the board increase effective January 1, 2006 based upon the December 31, 2005 salary.
  - e) All across-the-board increases set forth above shall be added to the respective salary scales then in place.

### **B. Salary Upgrades - Physician Assistant:**

1. With respect to the position of Physician Assistant, two (2) levels shall be created:
  - a. Physician Assistant, which shall be slotted to salary grade PS 33 as set forth herein; and
  - b. Physician Assistant-Surgical, which shall be slotted to salary grade PS 35 as set forth herein.

2. Effective July 1, 2003, all members employed as Physician Assistants as of June 30, 2003 will be reclassified to the classification of Physician Assistant-Surgical at salary grade PS 35.

3. All Physician Assistants employed by the University on or after July 1, 2003 will be slotted to the appropriate classification and salary grade based upon an assessment of their functioning.

#### **C. Salary Review – Medical Technologists.**

1. The University agrees to conduct an equity review of all incumbent Medical Technologists with due consideration of internal salary relationships and external market data. Based upon the results of this review, the pay rates of said employees deemed to be in need of adjustment shall be revised accordingly, with said adjustment made effective July 1, 2003.

#### **D. Mental Health Clinician Incentive Program.**

1. Retroactive for the period of April 1, 2002 through October 31, 2002, the incentive bonus shall be paid at the rate of sixty dollars (\$60) per hour (less the incentive bonus already received) based upon the twenty-three (23) direct service hours threshold.

2. Retroactive for the period of November 1, 2002 through December 31, 2002, the incentive bonus shall be paid at the rate of sixty dollars (\$60) per hour (less the incentive bonus already received) based upon the twenty-four (24) direct service hours threshold.

3. Retroactive to January 1, 2003, the incentive bonus shall be paid at the rate of sixty dollars (\$60) per hour (less the incentive bonus already received) based upon the twenty-five (25) direct service hours threshold.

4. During year 1 of the successor Agreement, a Labor-Management Committee dedicated to issues concerning the Mental Health Clinicians shall convene every two (2) months. Thereafter, this Labor-Management Committee shall convene quarterly.

### **ARTICLE 20. EFFECTIVE DATE AND DURATION**

This Agreement, except as otherwise stated shall be effective on July 1, 2003 and shall remain in effect through June 30, 2006.

This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 2006. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing no later than January 1, 2006, or January of any subsequent year for which this Agreement was automatically renewed. Official notice to the University shall be made by addressing the Vice President for Human Resources or his/her designee. Official notice to HPAAE shall be made by addressing the President of HPAAE.

## Exhibit A

### Example: STEP PLACEMENT MINI-STEP WAGE SCALE:

#### Example of placement procedure:

An employee who, as of June 30, 2005, is on step 4 of Grade 19 of the wage scale in effect as of July 1, 2004, moves to step 7 Grade 19 of the wage scale effective July 1, 2005:

#### Effective July 1, 2004

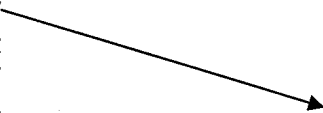
##### Grade 19

1	\$38,321
2	\$40,006
3	\$41,691
4	\$43,377
5	\$45,062
6	\$46,747
7	\$48,433
8	\$50,117
9	\$51,803

#### Effective July 1, 2005

##### Grade 19

1	\$38,321
2	\$39,164
3	\$40,007
4	\$40,850
5	\$41,693
6	\$42,536
7	\$43,379
8	\$44,222
9	\$45,065
10	\$45,908
11	\$46,751
12	\$47,594
13	\$48,437
14	\$49,280
15	\$50,123
16	\$50,966
17	\$51,809
18	\$52,652
19	\$53,495
20	\$54,338



IN WITNESS WHEREOF, the University of Medicine and Dentistry of New Jersey and the Health Professionals and Allied Employees, AFT, AFL-CIO, have caused this Agreement to be signed by their duly authorized representatives as of this day of February 24, 2004.

**University of Medicine & Dentistry of New Jersey**

\_\_\_\_\_  
Stuart Cook, MD, President  
Resources

\_\_\_\_\_  
Maryann Master, Vice-President for Human

\_\_\_\_\_  
Abdel Kanan, Esq. Director of Labor Relations

**Health Professionals and Allied Employees, AFT, AFL-CIO**

\_\_\_\_\_  
Ann Twomey, HPAE President  
President

\_\_\_\_\_  
Tom Murphy, HPAE Local 5094 Co-

\_\_\_\_\_  
Michael Reddell, HPAE Local 5094 Co-President

\_\_\_\_\_  
Corrine Swass-Fogarty

\_\_\_\_\_  
Charlene Singleton

\_\_\_\_\_  
Karen O'Reilly

\_\_\_\_\_  
Patrick Reid

\_\_\_\_\_  
Robert Mayer

\_\_\_\_\_  
Samuel McVay

\_\_\_\_\_  
Carmelo Colon

\_\_\_\_\_  
Judith Rothberg

\_\_\_\_\_  
Michael Nappe

Christine Millard

Yvonne Brown

Rosa Johnson

Ben Galioto

Michael Nappe

## **Appendix A - List of University Operating Units**

For the purposes of Article 4.07C, "University Operating Units" are defined as follows:

### **1. Newark Campus**

- a. University Hospital
- b. N.J. Medical School (including Graduate School of Biomedical Sciences)
- c. N.J. Dental School
- d. School of Nursing and SHRP
- e. UBHC
- f. Central Administration

### **2. New Brunswick/Piscataway Campus**

- a. Robert Wood Johnson Medical School (including School of Nursing and SHRP staff)
- b. UBHC
- c. Central Administration

### **3. Stratford/Camden Campus**

- a. SOM (including School of Nursing and SHRP staff)
- b. UBHC
- c. Central Administration



April 23, 1997

Ann Twomey, President  
HPAE  
110 Kinderkamack Road  
Emerson, NJ 07630

**RE: Union Dues**

Dear Ms. Twomey:

April 23, 1997

Ann Twomey, President  
HPAE  
110 Kinderkamack Road  
Emerson, NJ 07630

**RE: Layoff Notice**

Dear Ms. Twomey:

April 23, 1997

Ann Twomey, President  
HPAE  
110 Kinderkamack Road  
Emerson, NJ 07630

**RE: Research Position**

Dear Ms. Twomey:

**Side letter #4**

May 14, 2000

Howard J. Pripas, Esq.  
Director of Labor Relations  
University of Medicine & Dentistry of New Jersey  
30 Bergen Street - University Heights  
Newark, NJ 07107-3000

**Re: Letter of Understanding  
Preservation of Union's Rights**

Dear Mr. Pripas:

It is hereby agreed and acknowledged by both the University and the Union that the Union reserves the right to litigate future changes made by the University in the regular work day and work week of staff members covered by this Agreement.

Please indicate your agreement by your signature below.

Very truly yours,

Ann Twomey  
President

---

Abdel Kanan, Esq.  
Director of Labor Relations  
University of Medicine & Dentistry  
of New Jersey

**Side letter #5**

May 17, 2000

Howard J. Pripas, Esq.  
Director of Labor Relations  
University of Medicine & Dentistry of New Jersey  
30 Bergen Street - University Heights  
Newark, NJ 07107-3000

**Re: Letter of Understanding  
Discipline of Exempt Staff Members**

Dear Mr. Pripas:

It is hereby agreed and acknowledged by the undersigned that the current UMDNJ disciplinary policy as applied to members of the HPAA Local 5094 bargaining unit (exempt staff) is that such staff shall not be suspended without pay except for infractions of safety rules of major significance.

This policy mirrors current Department of Labor regulations. Should these regulations change, then the University reserves its right to change this portion of its disciplinary policy.

Please indicate your agreement by your signature below.

Very truly yours,

Ann Twomey  
President

---

Abdel Kanan, Esq.  
Director of Labor Relations  
University of Medicine & Dentistry of New Jersey

## Side letter 6 - Staffing

May 17, 2000

At the request of either party, staffing issues will be discussed at the next campus or University-wide Labor-Management meeting.

In addition, a joint committee shall be established to discuss case loads for professional staff at UBHC. The committee will be composed of up to five (5) representatives of the Union and up to five (5) representatives of the University. This committee shall meet within sixty (60) days of the ratification of this Agreement.

Nothing in this side letter shall be subject to the grievance and arbitration procedures of the contract.

---

Ann Twomey, President  
Health Professionals and Allied Employees

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Abdel Kanan, Esq., Director of Labor Relations  
UMDNJ

May 17, 2000

Ann Twomey, President  
HPAE  
110 Kinderkamack Road  
Emerson, NJ 07630

**RE: Bumping Rights**

Dear Ms. Twomey:

The University will continue to make its best effort to place individuals who do not have bumping rights. A campus Human Resources representative shall meet with such an individual prior to the effective date of layoff to review vacant positions. Further, such an individual shall be guaranteed at least one (1) interview for a vacant position for which they are qualified.

Please indicate your agreement by your signature below.

Very truly yours,

Abdel Kanan, Esq.  
Director of Labor Relations

HJP/mp

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Ann Twomey, President  
Health Professionals and Allied  
Employees/AFT, AFL-CIO

C: Ronald Brooks

**Side letter 8 - Review of Research Titles**

May 17, 2000

The University and the Union agree to meet no later than June 15, 2000 to discuss a potential reconfiguration of research titles.

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Ann Twomey, President  
Health Professionals and Allied Employees

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Abdel Kanan, Esq., Director of Labor Relations  
UMDNJ





May 17, 2000

The parties agree on the following clarifications of the intent and application of the University's attendance control policy:

- 1) The application of the revised Attendance Control policy will be to reduce the number of unscheduled absences.
- 2) The University's Department of Human Resources will appropriately counsel supervisory/management staff in the application of the policy, including when to exercise appropriate discretion based on an individual staff member's prior evaluations, prior disciplinary history, length of service and past record of unscheduled absences.
- 3) The effective date of implementation of the revised policy for this bargaining unit shall be May 1, 2000. As of that date, potential violations of the revised policy will begin to be counted. However, prior infractions of the old attendance policy may still be considered in determining whether or not to discipline an employee under the revised policy.

After the revised policy has been in effect one (1) year, the parties shall meet and discuss the impact of the policy on staff members. The University will provide data regarding the application and impact of the policy, including sick time usage and the number of employees who have violated the policy in the previous year.

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Ann Twomey, President  
Health Professionals and Allied Employees

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Abdel Kanan, Esq., Director of Labor Relations  
UMDNJ